

MEMORANDUM

SEPTEMBER 1, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
5 MILFORD STREET AND 12-14 TAYLOR STREET

SUMMARY: This memorandum requests that the Director be authorized to execute a temporary License Agreement with the South End Housing Limited Partnership ("Partnership") for a period of one year to allow access onto Boston Redevelopment Authority ("BRA") owned properties located at 5 Milford and at the rear of 12-14 Taylor Street ("License Area") in connection with the rehabilitation of 241-245 Shawmut Avenue.

The properties at 5 Milford Street and 12-14 Taylor Street are located within Watson Park. These vacant properties are currently owned by the BRA and consist of approximately 3,012 square feet in the South End Urban Area, Project No. Mass. R-56.

Low Cost Housing which consists of 73 apartments in various buildings throughout the South End was originally owned by Low Cost, Inc., a private corporation. In 1984, the Low Cost Tenant Association (LCTA) was created because of the continuing management and repair problems with the buildings and to seek funding from HUD for the desperately needed repairs. In 1986, the LCTA worked with Boston Housing Authority ("BHA") as the potential future owners of the properties and subsequently the buildings were conveyed to the BHA. The Partnership will hold title to the properties. LCTA is the owner of the general partner of the Partnership. The Partnership intends to acquire the buildings from BHA in September, 1994 and rehabilitate them into seventy-three affordable units. The buildings located at 241-245 Shawmut Avenue are included in the program.

As part of the affordable housing program, the Bilt-Rite Construction, the contractor for the project, needs access onto BRA owned properties in order to get building materials to the rear of 241-245 Shawmut Avenue as part of the renovation. The renovation is scheduled to start in September, 1994 and to be completed within a

year. The entrance to the License Area will be on Milford Street where the gate is located. The Partnership agrees that no construction materials or equipments will be stored on the License Area at any time.

It is, therefore, recommended that the Director be authorized execute a temporary License Agreement with Partnership for a period of one year for temporary construction access only onto 5 Milford Street and at the rear of 12-14 Taylor Street in connection with the renovation of 241-245 Shawmut Avenue. The license fee will be \$1.00.

PASSED 5-0

An appropriate vote follows:

VOTED: That the Director be authorized to execute a temporary License Agreement with South End Housing Limited Partnership for the purpose of allowing Bilt-Rite, its subcontractors and the Partnership the use of BRA-owned properties located at 5 Milford Street and at the rear of 12-14 Taylor Street ("License Area") for temporary construction access for a period of one year in connection with the renovation of 241-245 Shawmut Avenue. The license fee will be \$1.00 for the year. Said License Agreement also shall contain the provision that the Licensee shall maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the License Area. The License Area shall be used solely for construction access and no construction materials or equipments shall be stored at any time on the License Area. Said License Agreement is to contain the express provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary tenancy, allowing for 10 day termination. Said License shall obtain liability insurance naming the BRA as additional insured on the policy. The License shall carry during the term of the License a comprehensive public policy insuring the Licensor and Licensee against all claims and demands for property damage with respect to the License Area, with limits, for Fifty Thousand (\$50,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident.

PROJECT FACT SHEET

1. **PARCEL OR PROJECT NAME**

Properties located at 5 Milford Street and the rear of 12-14 Taylor Street

2. **PROJECT MANAGER/TEAM**

Thomas O'Malley

Maria Faria

Ralph Cahill

3. **DEVELOPMENT TEAM/ADDRESS**

South End Housing Limited Partnership, Limited Partnership
Community Builders, Development Consultant
Bilt-Rite, General Contractor

4. **SITE LOCATION**

The properties are located at 5 Milford Street and the rear of 12-14 Taylor Street in the South End Urban Renewal Area.

5. **PARCEL DESCRIPTION**

The properties located at 5 Milford Street and the rear of 12-14 Taylor Street are part of Watson Park. The BRA is still the owner of the parcels. Eventually these properties will be transferred to the City's Parks Department.

6. **DEVELOPMENT PROGRAM**

The South End Housing Limited Partnership, the legal entity who will hold title to the 73 housing units, intends to renovate buildings in various locations throughout the South End for the creation of 73 affordable housing units. The Partnership and its contractor need access onto BRA-owned properties in order to do the necessary repairs to the rear of 241-245 Shawmut Avenue.

7. **TOTAL DEVELOPMENT COSTS**

8. **ACTION REQUESTED**

The South End Limited Partnership is requesting temporary access onto the BRA owned properties, located at 5 Milford Street and 12-14 Taylor Street, for the purpose of getting construction materials and equipments to the rear of 241-245 Shawmut Avenue as part of its renovation for a period of one year. In light of the narrow stairs in the front of the buildings, there are no other easy access for these materials.

9. **PREVIOUS BOARD ACTIONS**

None

10. **ZONING**
The Partnership has met the zoning requirements for the project.
11. **DESIGN REVIEW**
N/A
12. **FAIR HOUSING PLAN**
N/A
13. **COMMUNITY REVIEW**
14. **TRANSPORTATION ACCESS PLAN**
N/A
15. **CHAPTER 30B NOTIFICATION PROCESS**
N/A
16. **BRA APPRAISAL**
A temporary License Agreement for \$1.00
17. **ENVIRONMENTAL CLEARANCES**
N/A
19. **OUTSTANDING ISSUES**

LICENSE AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

SOUTH END HOUSING LIMITED PARTNERSHIP

This Agreement is made as of the _____ day of _____,

1994, by and between the Boston Redevelopment Authority, ("Licensor") and the South End Housing Limited Partnership, ("Licensee").

A license to occupy the License Area, as shown in EXHIBIT A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area, is located at 5 Milford Street and the rear of 12-14 Taylor Street is to be used for the purpose of access in order to get construction materials and equipments to the rear of 241-245 Shawmut Avenue as a part of the renovation. The License Area should be used solely for construction access and no construction materials or equipments should be stored at any time on the License Area.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The term of the license shall be one (1) year from the date hereof; however, may terminate earlier upon ten (10) day written notice by the Licensor or Licensee. No obligation on the part of the Licensor, direct or indirect, is to be construed beyond this temporary license.
4. The License Fee shall be one (\$1.00) Dollar, payable upon execution of the License.

5. The Licensee agrees to pay, indemnify and save harmless the Licensor from all actions, claims, demands, damages or losses, expenses and cost of every kind and description to which the Licensor may be subject to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporation dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, action, claims or demands except as set forth herein....
6. The Licensee shall carry for the term of this License comprehensive public liability insurance, insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits, for Fifty Thousand (\$50,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-in" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe, and orderly

manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

9. The Licensee covenants that it will not occupy or use the License Area, not allow it to be occupied or used for any purposes other than those stated herein nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper of fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or bylaws of the City of Boston.
10. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe and condition and repair.
11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled, "Special Conditions," and further agrees to comply with any other reasonable rules and regulations as the Licensor shall established from time to time upon notice to the Licensee.
12. Failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alternations shall be made to the License Area without the Licensor's written permission. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

SPECIAL EXEMPTIONS

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals

below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____

Licensee

SPECIAL CONDITIONS

1. Licensee will pay all charges for permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expense.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Licensor thereto has first been obtained in writing.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area and the Licensee shall not store their vehicles/equipment on the License Area as specified in Paragraph #1.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph # of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
11. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

12. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all gates or entrances must be properly secured.
14. Licensee shall, if the work requires occupancy of a public street or alley, obtain required permits from the City of Boston before proceeding with such work.

